

INTERAGENCY REFERRAL AGREEMENT

This document serves as an agreement between Lincoln Superior Court Alcohol and Drug Program and Treatment Provider regarding referrals of court-ordered offenders to the stated agency.

Pursuant to I.C. 12-23-14 and the Indiana Judicial Center rules for court-administered alcohol and drug programs, this agreement is intended to verify and specify the extent of cooperation between Lincoln Superior Court Alcohol and Drug Program (LSCADP) and Treatment Provider.

***The purpose of this cooperation is to provide the highest quality substance abuse treatment to mutual clients at the most reasonable cost. Interagency cooperation aids in reducing services duplications, particularly between our two agencies' assessment and education programs, and provides for more effective client monitoring. Therefore, in order to ameliorate interagency client interventions and to facilitate referrals between programs, this agreement establishes the following provisions:*

Treatment Provider agrees to accept for treatment the clients referred by LSCADP in accordance with the guidelines established by the Indiana Judicial Center, the Division of Mental Health and Addictions, and the facilities' charters. It is the responsibility of the Treatment Provider to provide the court-ordered treatment of all individuals referred to stated agency. The treatment provider will resolve any disagreement with LSCADP about treatment placement before any change in placement.

Interagency communications will be carried out in accordance with all state and federal confidentiality codes, specifically 42CFR Part 2. LSCADP agrees to release all pertinent information to Treatment Provider upon receiving written consent from the client. In turn, Treatment Provider agrees to provide LSCADP with documentation concerning the treatment plan, monthly progress reports, significant treatment plan alterations, client noncompliance, drug screens, completion reports and all other relevant information that enables the program to perform its client-monitoring responsibilities.

In addition, Treatment Provider will provide LSCADP with a copy of the Division of Mental Health and Addictions Addiction Services Provider certification and/or other applicable program certifications, copies of the individual credentials of all staff providing substance abuse treatment services, a list of available services, an outline of the exact nature of any group structured activities, program fee schedules, payment schedule information, and any other information regarding substance abuse programs involving LSCADP substance abuse referrals.

***Acceptance of this agreement is evidence of your intent to comply with the American Disabilities Act of 1990, The Rehabilitation Act of 1973, and Title VII of the 1964 Civil Rights Act which prohibit discrimination due to race, religion, sex, national origin, age, color, or handicap in any facet of your program except where such discrimination is a bona fide documented business necessity.*

Any financial obligations incurred by the client at the Treatment Provider are the sole responsibility of the client.

This agreement remains in effect for (1) one year from the date of signing by both parties.

Program Director
Name of Court Program

Date

CEO/Director
Treatment Provider Name

Date

***Italicized portions are to be included at the Program Director's or Supervising Judge's discretion—they are not required in the governing rules.*